

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In Re Ayanna Cato, Debtor

Case No.: 809-79106-478
Judge: Hon. Dorothy T. Eisenberg

-----X
STATE OF NEW YORK)
)
 ss:
COUNTY OF NASSAU)

AFFIDAVIT

Serge F. Petroff, Esq., being duly sworn, deposes and says:

1. I am an attorney duly admitted to practice before the Courts of the State of New York.
2. I am principle of the Petroff Law Firm, P.C., with offices at 1795 Coney Island Avenue, 3rd Floor, Brooklyn, New York 11230, and I am fully familiar with the facts and circumstances of this case, as contained in the file maintained in my office.
3. Petroff Law Firm, P.C. represents the Plaintiff for personal injuries, stemming out of a motor vehicle accident which occurred on March 19, 2009. A Summons and Complaint has not been filed regarding the accident.
4. This Affidavit is made for the purpose of enabling Andrew M. Thaler, Chapter 7 Trustee, to obtain an order retaining Petroff Law Firm, P.C., to continue as attorneys in the prosecution of this action for the personal injuries sustained by the debtor, Ayanna Cato, pursuant to the terms of the original retainer agreement signed in this matter and annexed hereto. **Exhibit "A"**
5. Petroff Law Firm, P.C. has no present connection with the above debtor, their creditors or any other party or interest or their respective attorneys or accountants.

6. Your deponent and Petroff Law Firm, P.C. represent no adverse interest in the Estate of Ayanna Cato.
7. Based upon the foregoing, Petroff Law Firm, P.C. is a "disinterested" party within the meaning of Section 101(14) and Section 327 of the United States Bankruptcy

Code.
Serge F. Petroff

Sworn to before me this
26th day of January, 2010

ARTHUR FUTORYAN
NOTARY PUBLIC STATE OF NEW YORK
NOTARY PUBLIC #NU6157073
Qualified In Kings County
My Commission Expires December 04, 2010

EXHIBIT A

RETAINER AGREEMENT

The Undersigned, Ayanna Cato hereinafter referred to as "Client" hereby retains PETROFF LAW FIRM P.C. to prosecute or adjust a claim for damages arising from personal injuries sustained by the Client on the 19th day of March 2009 through the negligence of other persons. The undersigned client hereby gives you the exclusive right to take all legal steps to enforce the said claim and hereby further agrees not to settle this action in any manner without your written consent.

In consideration of the services rendered and to be rendered by you, the undersigned client hereby agrees to pay you and you are authorized to retain out of any monies that may come into your hand by reason of the above claim: ***Thirty Three and One-third (33-1/3%) percent, of the sum recovered, whether recovered by suit, settlement or otherwise.***

AC
(initials)

Such percentage shall be computed on the net sum recovered after deducting from the amount-recovered expenses and disbursements for investigative or other services properly chargeable to the enforcement of the claim or prosecution of the action. In computing the fee, the costs as taxed, including interest upon a judgment shall be deemed part of the amount recovered. For the following or similar items there shall be no deduction in computing such percentages and ***the following items shall be deducted directly from the client's net proceeds after judgment, settlement or otherwise: liens, assignments or claims in favor of hospitals, for medical care and treatment by doctors and nurses, or self-insurers or insurance carriers. Fees for appearing on any No-fault statements and/or Examinations Under Oath (E.U.O.) in connection with the no-fault benefits is separate and apart from the attorney's fees owed for the bodily injury claim and will be additionally billed to the client at the conclusion of the matter.***

AC
(initials)

PETROFF LAW FIRM P.C. customary billing rate is four hundred and fifty (\$450.00) dollars per hour. Such billing rate shall apply to all claims where client retains attorney to represent client in obtaining reimbursement of lost wages and/or property damage claims.

AC
(initials)

PETROFF LAW FIRM P.C. shall be entitled to additional compensation in the amount of three hundred (\$300.00) dollars for processing of application for no-fault benefits.

AC
(initials)

Date: 3-25-09
Ayanna Cato
(Client's Signature)

Ayanna Cato
(Client's Name)